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*Attorneys for Plaintiff*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
BACARDI USA, INC.,

Docket No.:

Plaintiff,

**CIVIL ACTION**

-against-

**COMPLAINT**

MSC CHANNE, her engines, boilers, etc. and  
MSC MEDITERRANEAN SHIPPING COMPANY, S.A.,

Defendants.  
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1. This is a case of contract, cargo damage and non-delivery of cargo, civil and maritime and is an admiralty and maritime claim within the meaning of the Rule 9(h). Plaintiff invokes the maritime procedures specified in Rule 9(h).

2. Plaintiff, BACARDI USA, INC., is a legal entity organized under the law, with an office located at 2701 Le June Road, Coral Gables, Florida 33134.

3. Defendant MSC Mediterranean Shipping Company, S.A. is a legal entity organized under the law, with an office and agent Mediterranean Shipping Company, (USA) Inc. located at 420 Fifth Avenue, New York, NY 10018. During all times herein mentioned, defendant was the owner and/or operator of the MSC Channe and operated it in the common carriage of goods by water for hire between Le Havre, France and Long Beach, California.

4. The MSC Channe is now or during the pendency of this action will be, within the District.

5. On or about December 5, 2017, Barcardi Martini Prd. XP Log, Le Havre delivered a shipment of 480 cases of Grey Goose Vodka to defendant, as a common carrier at the

port of Le Havre in good condition, for transportation on board the MSC Channe in consideration of an agreed freight and pursuant to the valid terms and conditions of a clean on board bill of lading issued by defendant and the MSC Channe.

6. Defendant caused said goods, still in good order and condition to be laden on board the MSC Channe. On or about January 9, 2018, the MSC Channe arrived at the port of Long Beach, California and thereafter delivered said shipment in a short, slack and damaged condition.

7. Prior to January 9, 2017, plaintiff became for value the owner of said shipment and the owner and holder of a clean on-board bill of lading and brings this suit on its own behalf and that of all others interest in said shipment.

8. All conditions precedent required of plaintiff and of all others interested in said shipment have been performed.

9. By reason of the premises, plaintiff and those on whose behalf this suit is brought have sustained damages in the sum of \$15,000, as nearly as the same can now be estimated, no part of which has been paid although duly demanded.

WHEREFORE, plaintiff prays:

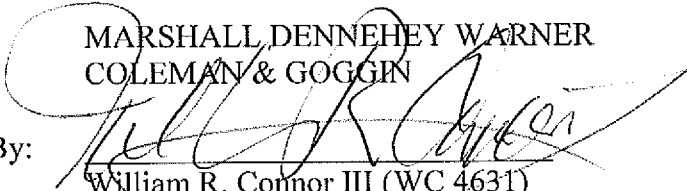
1. That MSC Channe be arrested;
2. That process issue against defendant MSC Mediterranean Shipping Company, S.A. and that defendant be cited to appear and answer the allegations of the complaint;
3. That an interlocutory judgment be entered in favor of the plaintiff against the MSC Channe, and against defendant directing that the plaintiff recover its damages and that the MSC Channe, be condemned and sold and the proceeds of sale be applied to the payment to plaintiff of the sums found due it;

4. That the amount due plaintiff be computed by further proceedings before a Magistrate, pursuant to Rule 53(b) and/or by further proceedings before the Court pursuant to Rule 42(b);

5. That final judgment against defendant and the MSC Channe, be entered in favor of the plaintiff for the amount found due plaintiff with interest and with costs; and

6. That plaintiff have such other and further relief as may be just.

Dated: Rye Brook, New York  
December 18, 2018

By:   
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